

For the purpose of compliance with GDPR and/ or any other applicable data protection law/ regulation in individual countries, Partner warrants the following for any user data that it receives from / sends to Appxigo Media

### **Consent Requirements:**

- a. Partner confirms and warrants that any personal information provided to Appxigo Media is received post necessary consent from the User/ individual in compliance with the provisions of GDPR and/ or any other applicable Data Protection Law/ Regulation as the case may be and shall be used only for the purpose for which the consent is so obtained.
- b. Partner shall seek consent from the Data Subject to the standard and provisions of GDPR and/ or any other applicable Data Protection Legislation to collect, process, transmit, display or use their Personal Data as contemplated by the Agreement.
- c. In the event the consent to handle Personal Data is withdrawn by the Data Subject/ User, Partner shall notify Appxigo Media without undue delay no later than 24 hours after becoming aware of the consent being withdrawn and shall stop using, transmitting and/ or processing the data immediately after withdrawal of such consent;
- d. Partner shall allow Appxigo Media or any third Party so designated by Appxigo Media to conduct/ undertake audit for the purpose of demonstrating compliance with applicable provisions of GDPR and/ or any other applicable Data Protection Law;
- e. Partner shall indemnify, defend and hold harmless Appxigo Media and its Affiliates against and from all loss, liability, damages, costs (including legal costs), fees, claims and expenses arising out any third party claims which Appxigo Media may incur or suffer by reason of any breach of any of the provisions of GDPR and/ or any other applicable Data Protection Law.

### **Data Processing and Protection:**

- f. Partner agrees that, with regard to the use and processing of Personal Data the Data Controller, Data Processor and/or Sub-processor and their Affiliates shall comply with all applicable laws and regulations as are applicable of the Data Protection Legislation including GDPR.
- g. The scope of Data processing and its usage shall be limited to the extent required to deliver the services diligently and efficiently as set forth in the Agreement and the data, if necessary, may be retained to fulfil the obligations as set forth under the Agreement.
- h. Partner agrees that it will process Data in compliance with applicable Data Protection Legislation, to provide the Service, including but not limited to fraud prevention, bot detection, quality rating, analytics, enhancements, optimization, viewability, geo location services, ad security, ad verification services and service misuse prevention. Where applicable, the Parties may process Data in anonymized and aggregated forms.
- i. In case the Partner appoints any sub-processor then the:
  - i. Sub-processor shall only process Personal Data on behalf of and in accordance with Data Processor's instructions and shall treat Personal Data as confidential information of the Data Processor. Data Processor instructs Sub-processor to process Personal Data solely for the provision of the Services. Sub-processor may process Personal Data other than on the written instructions of Data Processor as directed by the Data Controller/ Processor if it is required under applicable law to which Data Controller, Data Processor and/or Sub-processor is subject.
  - ii. Data Processor instructs Sub-processor to process Personal Data (a) in accordance with the Agreement and Schedules thereto; (b) to provide the Services and any related technical support as detailed in the Agreement; and (c) to comply with other reasonable instructions provided by Data Processor where such instructions are consistent with the terms of the Agreement and this Addendum. Data Processor shall ensure that the instructions for processing of Personal Data are in compliance with GDPR and/ or any other applicable Data Protection Legislation. If Sub-processor believes or becomes aware that any of Data

Processor's instructions conflict with any Data Protection Legislation, Sub-processor shall inform Data Processor immediately. Sub-processor may process Personal Data other than on the instructions of Data Processor if it is required under applicable law to which Sub-processor is subject. Where Sub-processor is relying on applicable law as the basis for processing Personal Data, Sub-processor shall promptly notify Data Processor of the applicable law before processing the data as required by the applicable laws unless those applicable laws prohibit Sub-processor from so notifying the Data Processor.

**Security, Privacy, and Audit Rights In the event of any Personal Data breach (actual or suspected), Partner at no cost to Appxigo Media shall:**

- j. notify Appxigo Media of such Personal Data breach without undue delay, no later than 24 hours after becoming aware of or first suspecting the Personal Data Breach;
- k. provide Appxigo Media without undue delay no later than 48 hours after becoming aware of or first suspecting the Personal Data Breach such details as Appxigo Media may require in relation to:
  - i. the nature and impact of the Personal Data Breach, including the categories and approximate numbers of Data Subjects and Personal Data, records concerned;
  - ii. any investigations into such Personal Data Breach;
  - iii. the likely consequences of the Personal Data Breach; and
  - iv. any measures already taken or proposed to address the Personal Data Breach, including but not limited to mitigate its possible adverse effects and prevent the reoccurrence of the Personal Data Breach or any similar breach, provided that, (without prejudice to the above obligations) if Partner cannot provide the details as mentioned above within the mentioned timeframes, Partner shall, before the closure of the timeframe, provide Appxigo Media with reasons for such delay and when it expects to be able to provide relevant details (which may be phased), and give Appxigo Media regular updates on these matters.

• **Controller Requirements The Partner as controller shall:**

- i. at no cost to Appxigo Media, record and then refer to Appxigo Media promptly (and in any event within 5 Business Days of receipt) any Data Subject request or complaint which is made under GDPR and/ or any other applicable Data Protection Legislation in relation to the Data processing;
- ii. at its cost and expense, provide such information and cooperation and other assistance as a Party reasonably requests in relation to a Data Subject request or complaint made under GDPR and/or Data Protection Legislation within the timescales reasonably required by Appxigo Media;
- iii. implement and maintain a program to ensure that all collection and Processing at its end and transmission of Personal Data is sufficiently safeguarded and secured;
- iv. implement a legally adequate privacy policy in accordance with GDPR and/ or any other applicable Data Protection Legislation, and enact all other compliance requirements as applicable to the business;
- v. maintain, monitor and review records of user activities, exceptions, faults and privacy in relation to the relevant Personal Data; and
- vi. ensure information security events are produced, maintained, monitored, reviewed and if required enhanced on an ongoing basis.
- vii. ensure that the relevant technical solutions are configured such that the default settings protect Data Subject privacy;

**Return, deletion and other data use:**

Upon termination or expiration of the Agreement, or upon Appxigo Media's request, Partner will immediately cease handling Personal Data, and at Appxigo Media's choice, return to Appxigo Media in a manner and format requested or destroy, any or all Personal Data in Partner's possession, power or control, and certify to Appxigo Media that Partner has done so. Appxigo Media may aggregate or anonymise source data,

including Personal Data, made available to Appxigo Media in connection with the Services, and use such data and contact details of the Partner's staff, to operate and improve its services, reporting, data science and analytics, legal compliance, including audits, fraud prevention, retention and logging, and marketing to the Partner's staff.